

**2016 -2017 2015**

**Labor Agreement**

**City of Bloomington**

**And**

**IAFF Metro Police and Fire Dispatchers  
Local 4689**

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## **AGREEMENT**

This Agreement entered into this 28<sup>th</sup> — day of ~~September 2015~~ August 2016 between the CITY OF BLOOMINGTON, MINNESOTA, a municipal corporation, hereinafter referred to as the CITY, and LOCAL 4689 of the IAFF Metro Police and Fire Dispatchers, hereinafter referred to as the UNION.

### **ARTICLE 1 - PURPOSE AND INTENT**

It is the purpose of this Agreement to establish wages, hours, and conditions of employment and to establish procedures for the resolution of disputes concerning the interpretation or application of the Agreement.

### **ARTICLE 2 – RECOGNITION**

Section 1. The CITY recognizes the IAFF METRO POLICE AND FIRE DISPATCHERS, Local 4689, as the certified exclusive representative for all dispatchers employed by the CITY OF BLOOMINGTON, MINNESOTA, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

Section 2. If the CITY establishes new job classifications within the bargaining unit, both parties agree to negotiate wages and hours; however, it is understood that all other terms and conditions of this Agreement will apply to such positions.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

The UNION recognizes the prerogative of the CITY to operate and manage its affairs in all respects in accordance with the laws and regulations of appropriate authorities, including personnel policies and work rules.

These management rights include, but are not limited to, the following:

- A. To utilize personnel, methods, procedures, and means in the most appropriate manner possible.
- B. To manage and direct the employees of the Police Department.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions in the Police Department.
- D. To suspend, demote, discharge, or take other appropriate disciplinary action against the employees for just cause.
- E. To determine the size, and composition of the work force and to relieve employees from duties because of lack of work or other legitimate reasons.
- F. To determine the mission of the City and the Police Department, and the method, means, job classifications, and personnel by which it is to be accomplished.

All management rights not specifically limited or abrogated by the terms and provisions of the Agreement remain vested solely and exclusively in the CITY.

## **ARTICLE 4 – SCOPE OF THE AGREEMENT**

Both parties acknowledge that during the negotiations which preceded this AGREEMENT each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, for the life of this AGREEMENT, the CITY and the UNION each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this AGREEMENT, or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this AGREEMENT.

## **ARTICLE 5 - UNION SECURITY**

Section 1. In recognition of the UNION as a certified exclusive representative of certain classified personnel, the CITY shall deduct from the wages of employees who authorize, in writing, such a deduction an amount sufficient to provide payment of dues established by the UNION. Such monies shall be deducted from the first paycheck each month and shall be remitted to the appropriate designated officer of the UNION.

Section 2. The UNION may designate one employee plus one alternate from the bargaining unit to act as Steward and shall inform the CITY, in writing, of such choice.

Section 3. Officers of the UNION shall be allowed reasonable time off and leaves of absence, with prior approval of their immediate supervisors and without pay, for the purposes of conducting UNION business, when such time away from their normal work duties will not unduly interfere with the operation of their respective departments. For purposes of this section, UNION officers shall not exceed three (3) in number.

Section 4. The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders, or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY in complying with the provisions of this Article. Further, the UNION and the CITY recognize and agree that the limitations on the CITY's liability also apply should the UNION exercise the application of "fair share" as provided by M.S.A. 179.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

Section 1. For the purpose of this Agreement, the term "grievance" means any dispute between the CITY and the employee(s) concerning the interpretation, application, claim of breach, or violation of this Agreement. Both parties recognize that should a provision of this Agreement be in conflict with an Employment Rule, this Agreement shall prevail; any Employment Rule not directly modified or abridged by this Agreement shall remain in force.

The City and the UNION agree to the following grievance procedure. Each step of the procedure shall be strictly adhered to or the grievance shall be deemed abandoned.

Section 2. It is recognized and accepted by the UNION and the CITY that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours, only when consistent with such employee's duties and responsibilities. The aggrieved employee and the Steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the CITY during normal working hours, provided the Employee and the Steward have notified and received the approval of their respective supervisors.

Section 3. FIRST STEP: The employee, with or without the Steward, shall take up the grievance or dispute with the Employee's immediate Supervisor within ten (10) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The Supervisor shall attempt to resolve the matter and shall respond to the Employee within five (5) calendar days.

Section 4. SECOND STEP: If the grievance is not resolved in the First Step, the UNION shall present the grievance to the Chief of Police (a copy to the employee's Division Head) of the Employee's respective department, in writing, within seven (7) calendar days after the receipt of the supervisor's first response. All grievances shall state the facts upon which they are based, when they occurred, the specific provision(s) of the Agreement allegedly violated, the remedy requested, the avenue through which redress is sought, and shall be signed by the Employee who is aggrieved and by an officer of Local 4689. References to "Officer of Local 4689" for the purposes of this article shall mean the President, Vice-President or Steward. If such written request is made, the Chief of Police or the Chief's designee shall meet with the Employee and the Steward within seven (7) calendar days after the date of receipt of this request. The Chief of Police or the Chief's designee shall give a written answer to the Employee and the Steward within seven (7) calendar days after the meeting. Any grievance not appealed, in writing, to Step Three by the UNION within ten (10) calendar days after receipt of the step two written response shall be considered waived.

Section 5. THIRD STEP: If the grievance is not resolved in the Second Step, the UNION shall notify, in writing, the City Manager with a copy to the Director of Human Resources of their desire to appeal the grievance. Said written appeal must be served upon the City Manager within ten (10) calendar days after receipt of the Chief of Police or designee's Second Step response. If such request is made, the grievance shall be reviewed at a meeting between the City Manager, Director of Human Resources, Union President, and/or Business Representative within fifteen (15) calendar days after receipt by the City Manager of the notice of desire to appeal. A written answer shall be given by the City Manager within fifteen (15) calendar days after the date of the Third Step meeting. Any grievance not appealed, in writing, to Step Four by the UNION within thirty (30) calendar days of receipt of the Manager's answer shall be considered waived. An appeal to Step Four shall be effectuated by a formal request to the Minnesota State Bureau of Mediation Services requesting arbitration.

Section 6. FOURTH STEP: If both parties, having exhausted the grievance steps provided herein, cannot settle the grievance, either party may submit the issue in dispute to binding arbitration within thirty (30) calendar days of receipt of the Third Step answer and shall notify the other party, in writing, of its intent to do so. The party requesting arbitration will request the Minnesota Bureau of Mediation Services to submit a list of at least five names from which the parties shall select an arbitrator. The parties shall, within ten (10) calendar days after receipt of such a list, select the arbitrator by striking alternately one name each and the final name shall be the arbitrator. If the parties cannot decide who shall strike the first name, the party entitled to strike the first name shall be determined by the toss of a coin.

Section 7. ARBITRATOR AUTHORITY: An arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the specific issues submitted to the arbitrator in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted to the arbitrator. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force or effect of law. The arbitrator shall submit the decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the expressed terms of this Agreement and on the facts of the grievance presented.

Section 8. FEES: The fees and expenses for the arbitrator's services and proceedings shall be borne by the losing party, and each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally for said record.

Section 9. A grievance on behalf of the entire UNION body shall be filed by the UNION President and it shall be processed starting with the Second Step of the Grievance Procedure.

Section 10. CHOICE OF REMEDY: In the event more than one procedure is available for resolution of a dispute arising from any provision(s) covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. Should a grievance involve the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance shall be initiated by filing for arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended and within ten (10) days of the employee's receipt of notice of suspension, demotion, or discharge or an alternate procedure such as Bloomington Merit Board, Veteran's Preference, or the Department of Human Rights. If appealed to arbitration or the Bloomington Merit Board, a written appeal must be served on the Director of Human Resources within ten (10) calendar days after the employee's receipt of the notice of suspension, demotion or discharge. The written appeal shall indicate which procedure is to be utilized (arbitration or the Bloomington Merit Board). Except that with respect to statutes under the jurisdiction of the United States Equal Employment

Opportunity Commission and the Minnesota Department of Human Rights, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. Selection of any procedure other than arbitration shall terminate the employee's right to seek redress under Article 6. The written appeal shall be signed by the Employee and an Union Officer.

Section 11. WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the time limit, it shall be considered settled on the basis of the CITY'S last answer. If the CITY does not answer a grievance, or an appeal thereof, within the specified time limits, the UNION may elect to treat the grievance as denied at that step and may appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the CITY and an UNION Officer in each step.

## **ARTICLE 7 – SENIORITY**

Section 1. "Seniority" is defined as a regular employee's length of continuous service in a job classification with the CITY in the bargaining unit, since the employee's last hiring date. "Last hiring date" means that date upon which an employee first reported for work in their current a-job classification-included in the bargaining unit, at the direction of the CITY, since which the employee has not resigned, retired, been promoted or demoted outside the bargaining unit, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sicknesses or accidents, temporary transfers, or leaves, except as hereinafter provided. Employees promoted outside the bargaining unit shall continue to accrue seniority only during their promotional probationary period. CITY employees promoted or demoted into the bargaining unit shall begin to accrue seniority based on the date of the promotion or demotion into the unit. No seniority credit shall be given for any other position previously held by the employee or other service to the CITY.

Section 2. All employees shall be probationary employees during the first one (1) year of employment in the bargaining unit. During the probationary period the employee shall have no seniority status. At the conclusion of the probationary period, the employee's name shall be added to the appropriate seniority list for their classification as of the employee's last hiring date, or promotion or demotion into the bargaining unit.

A probationary employee may be terminated or demoted at the sole discretion of the CITY during such period. Such terminations or demotions shall not be subject to the grievance procedure.

Section 3. The CITY will maintain a seniority roster for each classification within the bargaining unit. A copy of the seniority rosters will be posted once each year and a copy will be provided the UNION. The names of all regular members of the bargaining unit who have completed their probationary periods shall be listed on the appropriate seniority roster in the order of their seniority and shall show the date from which the seniority commences and the

employee's job classification. If two (2) or more employees were hired on the same date, their names shall appear in accordance with their composite scores on the employment eligible list; the higher score being listed first. If two (2) or more employees are hired on the same date and have the same composite scores, their names shall appear on the seniority list alphabetically by the first letter of their last names. If two (2) or more employees are hired on the same date, have the same composite scores, and the same last names, the same procedure shall be followed with respect to their first names.

Section 4. An employee's seniority and any rights of recall shall be terminated:

- A. When the employee resigns, retires, is discharged, or is promoted or demoted outside the bargaining unit, or
- B. When recalled to work following a lay-off, the employee fails to return to work within twenty (20) calendar days after receipt of a written notice of recall by certified mail, if such recall is sent to the employee's last address on record with the CITY. It shall be the responsibility of the employee to promptly advise the CITY of any changes of address, or
- C. When an employee has been laid off for a period in excess of twelve (12) consecutive months, or
- D. When the employee is absent from work without authorization in excess of three (3) consecutive work days.

Section 5. Any former employee of the CITY who has terminated employment may be rehired only under the conditions of a new employee and no credit will be given to prior service, except as provided by this Agreement.

Section 6. Employees who are promoted shall serve a one year promotional probationary period in the new job. At any time during a promotional probationary period, an employee may be demoted or reassigned at the sole discretion of the CITY. Any employee serving a promotional probationary period to a position in the bargaining unit may return to the employee's original classification. If that position is not available, the employee may be assigned to one of like status and pay at the discretion of the CITY.

Section 7. Seniority within the bargaining unit will be considered, along with other pertinent operational factors, in assigning regular, overtime, and holiday work and in approving vacation selection. When a vacancy occurs in the classification of Civilian Police Dispatcher, all regular, full-time Civilian Police Dispatchers shall be permitted the opportunity to request a change to the shift where the vacancy occurs. If two or more Civilian Police Dispatchers request to be assigned to the vacant shift, seniority and other pertinent operational factors will be considered when assigning personnel.

When a vacancy occurs for a full-time position, any member of the bargaining unit who is a part-time employee in good standing may apply as an internal applicant, may advance directly to



a first-round interview, and will not be required to re-take a written or computerized selection exam.

Section 8. Employees may be permitted to voluntarily switch shifts with prior authorization from their shift supervisor. The voluntary switching of shifts shall not obligate the City to overtime pay.

Section 9. At present there are three four-month shifts. Whereas service to the public or good cause may require the establishment of a different number or length of shifts, the CITY agrees that, prior to the implementation of such a change, management will meet and confer with the representatives of the UNION concerning the proposed changes in the duration and length of shifts. During each two-year period each employee shall serve at least once on two of the three current shifts (day, mid, dog). Remaining shifts will be bid on a seniority basis for dispatchers who have completed their initial one-year probationary period provided the CITY reserves the right, in limited circumstances, to assign dispatchers without regard to seniority if the good of the department requires it. If the CITY alters the length of time of shifts, the proportions set out herein shall be maintained.

#### **ARTICLE 8 - LAYOFF AND RECALL**

Section 1. When there is a decrease in the number of employees, part-time employees will be laid off first, followed by full-time probationary employees ~~will be laid off first~~. The CITY agrees that, in laying off, it will lay off remaining employees according to seniority, with the least senior employee laid off first (providing the remaining employees have the ability or can be trained to perform the then remaining work). Employees will be recalled to work following such layoff with the most senior laid off employee recalled first.

Section 2. When an increase in the number of positions in any job classification in the bargaining unit occurs, recall shall be made in inverse order of lay-off as delineated in Section 1, above. Such employee shall be notified by certified mail, "receipt requested", addressed to the last address appearing on the CITY'S records. Employees so recalled shall report for duty and return to work within twenty (20) calendar days of receipt of said mailing.

#### **ARTICLE 9 - LEAVES OF ABSENCE**

Section 1. An employee who has completed the employee's initial probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed twelve (12) months, provided the employee obtains advance written permission from the City Manager. Leaves of absence for personal reasons will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment, and any employee who obtains a leave of absence by misrepresenting the purposes thereof shall be subject to discharge. Such leaves without pay shall be granted only at the discretion of the CITY when it will not result in undue prejudice to the interests of the CITY and when it is deemed to be in the best interests of the employee and the CITY. In the event that

an employee on leave is employed in violation of this provision, the acceptance of such employment or the act of engaging in employment constitutes a separation from employment with the CITY and shall be construed as a resignation. No benefits will accrue during an unpaid leave of absence, nor shall longevity, for pay purposes, accrue.

Section 2. An unpaid leave of absence and the concomitant reinstatement rights of any employee who enters military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such Law shall be determined in accordance with the provisions of the Law granting such leaves and reinstatement rights.

Section 3. Regular employees of the CITY who are members with active status of an Armed Forces Reserve or National Guard Unit shall, at their written request, be granted annual military leave when engaged in training or active service for a period not to exceed fifteen (15) working days in any year. A copy of the employee's military orders must accompany the request for said leave or be provided to the City immediately when available. The employee will be compensated by the CITY in an amount equal to the employee's regularly scheduled shift for the time of such leave.

Section 4. Employees shall be granted leaves of absence for required jury duty. Employees shall receive that portion of their regular rate of pay which will, together with their jury duty pay or fees, equal their regular rate of pay for the same period. Upon receipt of payment of jury duty pay and/or fees, the employee will provide the CITY with proof of same within ten (10) working days. The next appropriate paycheck issued by the CITY will be adjusted accordingly.

Section 5. Administrative leave, with pay, may be authorized so that employees may attend official meetings, conferences, training sessions, and seminars provided such leaves are approved by the Employee's department head or the employer's authorized representative.

Section 6. Family/Medical Leave: ~~An regular full-time~~ employee is eligible for Family/Medical Leave if the employee has been employed for the preceding twelve months and has worked a minimum of 1,250 hours during the twelve month period preceding the commencement of the leave. Leave may be granted for the following reasons:

- 1) Because of the birth of a child, and to care for that child;
- 2) Because of placement of a child with the employee for adoption or foster care;
- 3) To care for a spouse, child or parent of the employee if such spouse, child or parent has a serious health condition;
- 4) Because of a serious health condition that makes the employee unable to perform the functions of the position.

The length of the leave shall not exceed 12 weeks in a 12 month period. The 12 month period is measured forward from the first date leave is used. Leave shall not be taken intermittently or on a reduced leave schedule unless it is in the best interest of the CITY or it is

medically necessary for a serious health condition of the employee, the employee's spouse, child or parent. The CITY may require the employee to transfer to an alternative position of like status and pay. Taking unpaid leave will not affect the exempt status of an employee when leave is taken intermittently.

Except in an emergency, the employee is required to provide written notice to the employee's supervisor of not less than 30 days before the date the leave is to begin. If the leave is to begin in less than 30 days, the employee shall provide such written notice as soon as practicable.

The CITY may request from an employee a certification issued by a health care provider to support a requested medical leave to care for child, spouse, parent, or for the individual eligible employee with a serious health condition. The certification shall be sufficient if it contains the following:

- 1) The date the serious health condition commenced;
- 2) The probable duration of the condition;
- 3) The appropriate medical facts;
- 4) A statement that the eligible employee is needed to care for the child, spouse, or parent and the estimated time that such employee is needed to care for the family member; or
- 5) A statement that the employee is unable to perform the functions of the employee's job; and
- 6) In the case of intermittent care, the dates on which such treatment is expected to be given and the duration of such treatment.

The CITY may require, at CITY expense, an opinion from the CITY's own health care provider. The CITY health care provider shall not be an employee of the CITY. If the opinion from the original employee's certification and CITY's certification differ, the CITY may obtain a third opinion, at the CITY's expense. The third health care provider shall be agreed upon jointly by the CITY and the employee. The third opinion shall be considered to be final and shall be binding on the CITY and employee.

The CITY shall require the employee to use any or all accrued vacation leave, personal leave and compensatory time for the 12 week period with the exception that the employee may retain a total of not more than forty (40) hours of accrued personal leave. On return from leave, the employee shall be returned to a position of like status and pay.

During a period that an eligible employee takes leave under this Section, the CITY shall maintain coverage under the CITY's group health and dental plan for not more than a total of 12 weeks. Health and dental benefits and CITY contribution to premium payments shall be continued at the level of and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee shall be required to continue payment of the employee portion of the health and dental premiums.

If the employee fails to return to work after the family/medical leave, the CITY may recover the premiums paid by the CITY for group health and dental benefits unless the serious health condition of the child, spouse, parent or employee continues or for other circumstances beyond the control of the employee.

Section 7. Parental Leave: A regular, full-time, regular part-time or temporary employee who has been employed by the CITY for a minimum of twelve (12) months and averages 20 hours per week and who is a natural or adoptive parent in conjunction with the birth or adoption of a child shall be granted, upon written request to the Human Resources Director, an unpaid leave of absence for a period not to exceed three (3) months. Prior to the CITY granting a parental leave, benefits eligible to the employee under Family/Medical leave shall be used first. In no event will the combination of Family/Medical leave and Parental leave exceed six months duration unless an extension is for good cause, requested in writing by the employee, and granted by the Human Resources Director. When an employee desires to return from parental leave, the employee shall advise the CITY in writing at least two weeks prior to the employee's intended date of return. The employee shall be returned to the position which the employee vacated at the commencement of leave or to a position of like status and pay.

For leaves requiring more than a three-month period for pregnancy, delivery and postpartum recuperation, an additional leave of absence without pay may be granted on the basis that such action is taken in the best interest of the CITY.

Section 8. After completing three (3) years of service with the CITY, an employee may, upon written request, be granted a leave of absence without pay and benefits, to attend job-related classes on a full-time basis at an accredited educational institution. Such leaves of absence will not exceed twelve (12) months. Seniority will not accrue during an educational leave of absence.

## **ARTICLE 10 - PERSONAL LEAVE**

Section 1. ~~Full-time r~~Regular ~~full-time~~ and probationary employees of the bargaining unit shall accrue personal leave at a rate of eight and 67/100 (8.67) hours per calendar month. Such accrued personal leave shall be credited in the employee's individual personal leave balance (total accrued personal leave minus personal leave used).

Section 2. Each non-probationary regular full-time employee who terminates employment with the CITY shall receive a one-time lump-sum payment. The employee shall receive a payment in an amount equal to the employee's individual personal leave balance at the date of termination times the employee's straight-time rate of pay in effect on the employee's termination date. To be eligible for a payment, the termination must be for non-disciplinary reasons. Upon death of the employee, the lump sum payment shall be paid to appropriate entities in accordance with Minnesota State Law.

Section 3. Regular full time employees who have a personal leave balance of less than 1,000 hours for the last payroll period in the month of December shall not be eligible for any cash conversion of personal leave pursuant to this section.

Each regular full-time employee who has an accrued a personal leave balance that exceeds 1,000 hours for the last payroll period paid in the month of December, shall have the employee's accrued unused personal leave balance reduced to 1,000 hours. The amount of the employee's hours that exceeded the 1,000-hour maximum shall be converted at the employee's base straight time hourly rate of pay in effect for the pay period payable on the last paycheck in December. The employee shall receive a one time lump sum payment for the accrued hours that exceed the 1,000 maximum at the employee's base straight time rate of pay, less applicable federal and state taxes and other required payroll deductions. The payment shall be made on the last paycheck in December of that year.

Section 4. An employee who qualifies and is approved for temporary total disability worker's compensation benefits under Minnesota State Law shall be entitled to use personal leave to make up the difference between the lost time worker's compensation benefit and the employee's straight time rate of pay. This section shall not apply to any employee who has no personal leave balance.

## **ARTICLE 11 – INSURANCE**

Section 1. The CITY shall provide group term life insurance and accidental death and disability insurance for regular full-time employees of the bargaining unit in the total face amount of \$50,000.00.

Section 2. The CITY shall provide a group health insurance plan and/or an optional health maintenance plan for full-time employees and their eligible dependents, provided that the CITY reserves the right to periodically revise the benefit levels provided by the health insurance plan and health maintenance plan; however, the CITY agrees to advise the UNION of its intent to do so.

The CITY reserves the right to alter, change or revise rates as submitted by the CITY'S approved health insurance carriers; however, the CITY agrees to advise the UNION of its intent to do so.

The CITY shall pay the cost of the monthly premium for the employee, or two person or family coverage in an amount not to exceed \$1,365 ~~\$1,300~~ per month for calendar year 2016 and 2017. However, if the City Council approves a calendar year 2017 contribution in excess of \$1,365 per month for full-time employees who are unrepresented, then the members of this bargaining unit shall receive the same amount as those unrepresented employees. The balance of the premium costs, if any, shall be paid by the employee. This provision shall expire on December 31, 201~~7~~<sup>5</sup> and any adjustments to employer contributions shall be subject to a

successor labor agreement. The health insurance contribution provision in this agreement shall not create a binding pattern or practice on the UNION or the City.

Section 3. The CITY shall provide a long-term disability insurance program for regular full-time employees. The CITY's cost shall not exceed \$2.50 per \$100 of covered payroll. Additional cost, if any, shall be paid by the employees. The conditions and benefits of the long-term disability insurance program shall be as per the current plan or similar policy. The UNION stipulates that the CITY's liability does not exceed the terms and conditions of the insurance contract between the CITY and its insurance carrier.

Section 4. The CITY shall provide a Group Dental Insurance Plan for full-time employees and their eligible dependents. The CITY shall pay for coverage of the employee and one-half the cost for the employee's eligible dependents.

Section 5. The CITY will reimburse each ~~full-time employee member of the bargaining unit~~ that obtains a regular membership at a health and fitness facility. The CITY shall have sole discretion to determine facility (ies) eligible for said membership. The CITY will reimburse an employee the cost of the membership or \$150.00 per calendar year, whichever is less.

## **ARTICLE 12 - HOURS, ASSIGNMENTS, AND WAGES**

Section 1. ~~For a full-time employee, t~~The standard workday is eight (8) hours and the standard workweek is forty (40) hours, however, nothing in this Article shall be construed as a guarantee of any number of hours of work per day or per week. CITY Departments or CITY Divisions may establish a different standard work day for an employee or employees, not to exceed ten (10) hours, only with the written approval of the Department Head.

Section 2. Except as otherwise provided in this Article, employees working in excess of the standard workday or workweek, that is, working overtime, shall be compensated at the rate of one and one-half times the employee's hourly rate of pay. As an alternative to compensation at overtime rates for time worked in excess of the standard, the employer may elect to grant compensatory time off to a ~~full-time n~~-employee, to be taken at a later date, which shall be computed at one and one-half the time worked overtime. When an employee accrues eighty (80) hours of unused compensatory time off, this option shall not apply, and the employee shall be paid at time and one-half for hours worked in excess of the standard work day or forty (40) hours per week. Compensatory time off shall be taken and used only at the convenience of the CITY and with the prior approval of the employee's supervisor.

Section 3. An employee may convert not more than eighty (80) hours of compensatory time to a one-time cash payment, provided that the employee has a sufficient compensatory time balance and complies with the following procedure. Prior to November 15 of each year, the employee must request, in writing, on a form provided by the CITY that the employee's compensatory time hours be converted to a cash benefit. The compensatory time hours will be converted at the employee's straight time rate of pay in effect for the pay period payable to the

employee's first paycheck in December (less applicable federal and state taxes and other required payroll deductions) and shall be payable to the employee on the employee's first paycheck in December of that year.

Section 4. Compensation for overtime will not be paid unless the work is performed at the direction of, or with the prior written approval of, the employee's supervisor. Compensation at overtime rates will not be paid for time not worked.

Section 5. ~~Effective the first pay period following City Council ratification of this agreement~~  
An employee called back to work at a time other than the employee's normal scheduled shift for reasons other than training shall receive a minimum of two and one-half (2-½) hours pay at one and one-half times the regular straight time hourly rate or at the overtime rate for actual hours worked. Reporting early for a shift or an extension of a shift shall not qualify for a call-back premium.

Section 6. Each ~~regular, full-time~~ member of the bargaining unit shall be entitled to not more than fifteen (15) minutes during the first one-half of the employee's assigned shift and fifteen minutes during the second one-half of the employee's shift for work breaks, providing such does not interfere with nor stop the service or operation of their respective departments. Work breaks may not be taken immediately after the starting time nor immediately preceding quitting time, nor shall they be taken as an extension of a lunch period.

Section 7. The CITY and the UNION recognize that certain members of the bargaining unit ~~may be~~ members of the Bloomington Volunteer Fire Department. It is understood and agreed that the provisions of this Agreement do not apply to those activities associated with the Bloomington Volunteer Fire Department.

Section 8. The rates of pay for the term of this Agreement for members of the bargaining unit are set forth in Appendix A, attached hereto and made a part of.

Section 9. Each employee who works on Easter Sunday shall be paid at a rate of two times the employee's straight time rate for those hours worked. For purposes of this Agreement Easter Sunday shall not be considered a holiday.

### **ARTICLE 13 – HOLIDAYS**

Section 1. All regular, full-time employees shall receive the following holidays or substitute days off with pay. A holiday shall be an 8-hour increment.

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | (January 1)                |
| 2. Martin Luther King's Birthday | (Third Monday in January)  |
| 3. President's Day               | (Third Monday in February) |
| 4. Memorial Day                  | (Last Monday in May)       |
| 5. Independence Day              | (July 4)                   |



- |                     |                               |
|---------------------|-------------------------------|
| 6. Labor Day        | (First Monday in September)   |
| 7. Columbus Day     | (Second Monday in October)    |
| 8. Veteran's Day    | (November 11)                 |
| 9. Thanksgiving Day | (Fourth Thursday in November) |
| 10. Christmas Day   | (December 25)                 |

To be eligible for said holiday pay, an employee must be on the active payroll of the CITY and must have worked the employee's full, regularly scheduled work day before and after the holiday, unless excused by the CITY.

Section 2. A ~~full-time~~ employee who works on a contract designated holiday ~~except Christmas Day (December 25) or Thanksgiving Day (fourth Thursday in November) or Memorial Day (last Monday in May)~~ shall receive eight (8) hours straight time pay as compensation for the holiday and ~~shall receive one and one-half (1-1/2) times the employee's straight time pay for those hours worked. An employee who works on Christmas Day (December 25) or Thanksgiving Day (fourth Thursday in November) or Memorial Day (last Monday in May) shall receive eight (8) hours straight time pay as compensation for the holiday~~ and two (2) times the employee's straight time pay for those hours worked. Should an employee be called in to work on a contract designated holiday, the provisions of Article 12, Section 5, shall be superseded by this Section. A part-time employee who works on a contract designated holiday shall receive two (2) times the employee's straight time pay for those hours worked.

Section 3. All ~~full-time~~ regular, and probationary ~~full-time~~ employees will also receive a "floating" holiday of eight (8) hours at their normal straight time rate of pay each calendar year. This holiday may be taken at the request of the employee, with prior approval of the CITY. To be eligible for the above holiday, an employee must be on the active payroll of the CITY and must have worked the employee's full, regularly scheduled work day before and after the holiday, unless excused by the CITY. An employee may not receive compensation in lieu of taking a floating holiday.

## ARTICLE 14 – VACATION

Section 1. The CITY's policy is to provide vacations with pay for all eligible employees.

Section 2. All regular full-time employees are eligible to receive vacation with pay after completion of their probationary period. No vacation leave will be granted during the initial probationary period, but if an employee satisfactorily completes the probationary period, vacation leave accrued during said probationary period may be granted.

Section 3. ~~Full-time regular and p~~Probationary ~~or full-time~~ employees shall accrue vacation at the rate of seven (7) hours/month for each year of service during the first five (5) years; ten (10) hours/month for each year of service after five (5) complete years of service through ten (10) years of service; and an additional two-thirds (2/3) of an hour per month per additional year of service upon completion of the tenth year, up to a maximum of eighteen (18) hours per month as identified in Section 4 of this article.



Section 4. Each employee may accrue vacation hours up to two (2) times the amount of the employee's respective annual accrual rate per the following schedules:

	<u>Years of Service</u>	<u>Accrual Rate/Month</u>	<u>Accrual Rate/Year</u>	<u>Maximum Accrual</u>
	Completion of six months	7 hours	42 hours	42 hours
	Completion of one year	7 hours	84 hours	84 hours
	Completion of five years	10 hours	120 hours	240 hours
	Sixth year through and including tenth year	10 hours	120 hours	240 hours
	Eleventh year	10.67 hours	128 hours	256 hours
	Twelfth year	11.33 hours	136 hours	272 hours
	Thirteenth year	12.00 hours	144 hours	288 hours
	Fourteenth year	12.67 hours	152 hours	304 hours
	Fifteenth year	13.33 hours	160 hours	320 hours
	Sixteenth year	14.00 hours	168 hours	336 hours
	Seventeenth year	14.67 hours	176 hours	352 hours
	Eighteenth year	15.33 hours	184 hours	368 hours
	Nineteenth year	16.00 hours	192 hours	384 hours
	Twentieth year	16.66 hours	200 hours	400 hours
	Twenty-first year	17.33 hours	208 hours	416 hours
	Over twenty-one years	18.00 hours	216 hours	480 hours

Section 5. Employees who have completed their probationary period may be granted vacation leave up to the amount earned and accrued, providing such leave receives prior approval of the Section's supervisor and Department Head, with regard to the requirements of the Department and the preference of the employee.

Section 6. A regular, full-time employee who retires or voluntarily terminates employment shall be paid for the employee's accrued unused vacation, providing the employee has submitted his/her written resignation/retirement notice two (2) calendar weeks prior to the employee's intended termination date. The CITY will provide an employee who is laid off reasonable notice and will pay the employee, for the employee's accrued vacation on the employee's last day worked immediately preceding such period of lay-off.

Section 7. The rate of vacation pay shall be the employee's straight time rate of pay in effect on the date immediately preceding the employee's vacation period or lay-off date or termination date.

## **ARTICLE 15 - TUITION AID REIMBURSEMENT**

Section 1. The CITY encourages members of the bargaining unit to improve job performance in their present positions and to prepare for advancement with the CITY through self-development. Towards this end, the CITY will share the cost of education which directly relates to the performance of the employee in the employee's present assignment, or which prepares the employee for advancement with the CITY in the foreseeable future.

Section 2. The CITY will reimburse full-time employees ~~eligible members~~ upon presentation of their final grades per the following schedule:

Grade of "A"	100% of tuition
Grade of "B"	100% of tuition
Grade of "C"	100% of tuition
Grade of "D"	0% of tuition
Grade of "F"	0% of tuition

Those courses having a pass/fail system: 100% reimbursement for "passing"; no reimbursement for "fail".

In the event that an eligible employee receives a grade of "Incomplete", no refund will be forthcoming until a final grade is earned. When the requisite course work is completed and a final grade issued, the employee shall be reimbursed in accordance with the above schedule.

Section 3. Tuition refunds will be paid only for tuition, associated administrative fees, and books required for approved, accredited courses. The institution offering the courses must be accredited prior to the enrollment of the individual for that individual to be eligible for tuition reimbursement.

- A. Charges for supplies, student union membership, student health coverage, activity ticket, or other charges for which the student receives some item or service other than actual instruction will not be paid.
- B. Books for which the student has been reimbursed by the CITY will be the property of the CITY and will be given to the immediate supervisor upon completion of the respective courses.
- C. The CITY may reimburse individuals for selected job-related non-accredited courses at its sole option.

Section 4. Both parties to this Agreement recognize that the intent of this Article is to assist employees to attain a Bachelor's Degree. The maximum total reimbursement by the CITY for eligible education expense shall be limited to a lifetime maximum of \$1,000.00 or the reimbursement of eligible educational expenses incurred in the attainment of a Bachelor's Degree, whichever is greater.

No reimbursement will be made unless approval for a particular course(s) at a particular accredited school is given by the employee's respective department head (or the designated representative) and the Human Resources Director (or the designated representative) prior to the commencement of such course(s). No members may receive assistance from other sources and receive tuition aid reimbursement from the CITY for the same courses taken.

Reimbursement for specific courses shall be limited to actual tuition paid or to the tuition that would be paid for a similar course taken in a comparable Department or a land grant college/university such as the University of Minnesota, whichever is less.

Section 5. The CITY may reimburse employees for selected, job related, advanced degree courses at its sole option.

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

Section 1. The CITY will furnish one bulletin board at a location approximate to the office area of bargaining unit members. The boards shall be used only for the following subjects:

- A. Union recreational and/or social affairs;
- B. Union meeting schedules;
- C. Union elections;
- D. Results of Union elections;
- E. Reports of committees of the Union;

Posted material shall not contain anything political or controversial or anything reflecting adversely upon the CITY, any of its employees, or any other labor organization. Any violation of this Section shall entitle the CITY to cancel immediately the provisions of the Section and to remove the bulletin board.

Section 2. The CITY agrees that it will reimburse those members of the bargaining unit that are required to have C.J.I.S. the actual cost only.

## **ARTICLE 17 - DRUG & ALCOHOL TESTING**

The UNION and the CITY agree to the Drug and Alcohol Testing Policy as included in City of Bloomington Employment Rules. The CITY will notify the UNION of proposed changes to the Drug and Alcohol Testing Policy and upon the request of the UNION the CITY will meet and discuss such changes prior to implementation.

## **ARTICLE 18 – DISCIPLINE**

Section 1. The CITY will discipline employees only for just cause.

Section 2. Discipline, when administered, will be in one or more of the following forms:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge or disciplinary demotion

Section 3. All personnel data shall be subject to the Minnesota Data Practices Act, as amended. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel records. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. An employee who is reprimanded in writing, suspended, disciplinary demoted, or discharged shall be furnished with a copy of such disciplinary action. Employees shall have access to information contained in their personnel records in accordance with the provisions of the Minnesota Data Practices Act, as amended.

Section 4. A employee who is the subject of an investigation that may result in disciplinary action to that employee may have a member of the UNION present during questioning. It will be the responsibility of the employee to make a request for a representative and it will be the employee's responsibility to have the representative present during questioning. Questioning will be conducted at reasonable times.

## **ARTICLE 19 - WORK STOPPAGE**

Section 1. The UNION agrees that during the life of this Agreement, neither the UNION, nor its officers or agents or members will authorize, instigate, aid, condone, or engage in a strike, slowdown or other interference with the CITY's operation. The CITY agrees that, during the same period, there shall be no lockouts.

Section 2. Individual employees, groups of employees or representatives who instigate, aid, or engage in a strike, work stoppage, slowdown or interference with the CITY's operation may be disciplined or discharged.

Section 3. Should any employees covered by this Agreement participate in any strike, work stoppage, slowdown, or other interference with the CITY's operation, the UNION will immediately notify such employee or employees so engaging in such unauthorized activities to cease and desist, and shall publicly declare that such strike, work stoppage, slowdown or interference is illegal, unauthorized, and in violation of this Agreement.

## **ARTICLE 20 - SAVINGS CLAUSE**

Section 1. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal, pending

a final determination of its validity, the remainder of this Agreement shall not be affected thereby.

Section 2. In the event any provision herein contained is rendered invalid, upon written request by either party hereto, the CITY and the UNION shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provision.

## **ARTICLE 21 – DURATION**

Section 1. This Agreement shall become effective as of ~~January 1, 2016~~ ~~January 1, 2015~~ and shall remain in full force and effect until its expiration date, December 31, ~~2017~~ ~~2015~~ unless extended or amended by agreement of the parties.

Section 2. If neither party hereto fails to give notice to the above party of its desire to negotiate a successor Agreement as above provided, this Agreement shall automatically be renewed for successive one year terms thereafter.

In witness whereof, the parties hereto have caused this Agreement to be executed on the day and the year first above written.

LOCAL 4689, IAFF METRO POLICE AND FIRE  
DISPATCHERS

CITY OF BLOOMINGTON, MINNESOTA

\_\_\_\_\_  
President Local 4689

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Director of Human Resources

## **APPENDIX A -- WAGES**

### **2015 PAY PLAN EFFECTIVE JANUARY 1, 2015** **(Wage Rates and Monthly Compensation)**

#### **Section 1.**

##### **Job Classification: Full-Time Civilian Dispatcher**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
	<i>Length of Service</i>	<i>Start</i>	<i>1 year</i>	<i>2 years</i>	<i>3 years</i>	<i>10 years</i>
<i>Effective Jan. 1. 2016</i>	<b>Hourly</b>	\$25.30	\$26.56	\$27.89	\$29.28	\$30.75
	<b>Monthly</b>	\$4,385	\$4,604	\$4,834	\$5,076	\$5,330
<i>Effective Jan. 1 2017</i>	<b>Hourly</b>	\$25.99	\$27.29	\$28.66	\$30.09	\$31.60
	<b>Monthly</b>	\$4,506	\$4,731	\$4,967	\$5,216	\$5,477

##### **Job Classification: Part-Time Civilian Dispatcher**

		<b>Step 1</b>	<b>Step 1.5</b>	<b>Step 2</b>	<b>Step 2.5</b>	<b>Step 3</b>	<b>Step 3.5</b>	<b>Step 4</b>	<b>Step 4.5</b>	<b>Step 5</b>
	<i>Length of Service</i>	<i>Start</i>	<i>1040 hrs</i>	<i>2080 hrs</i>	<i>3120 hrs</i>	<i>4160 hrs</i>	<i>5200 hrs</i>	<i>6240 hrs</i>	<i>13,520 hrs</i>	<i>20,800 hrs</i>
<i>Jan. 1 2016</i>	<b>Hourly</b>	\$25.30	\$25.93	\$26.56	\$27.23	\$27.89	\$28.59	\$29.28	\$30.02	\$30.75
<i>Jan. 1 2017</i>	<b>Hourly</b>	\$25.99	\$26.64	\$27.29	\$27.98	\$28.66	\$29.38	\$30.09	\$30.85	\$31.60

## **APPENDIX B – CTO Pay**

**Communication Training Program:** The Chief of Police shall assign qualified employees as Communication Training Officers.

Employees assigned as a Communication Training Officer (C.T.O.) shall receive ~~\$30.00~~ ~~\$25.00~~ added to the employee's base rate of pay for each shift when assigned and working as a C.T.O.

Effective January 1, 2017, employees assigned as a Communication Training Officer (C.T.O.) shall receive \$35.00 added to the employee's base rate of pay for each shift when assigned and working as a C.T.O.

The City reserves the right to determine C.T.O. qualifications, assignment, selection, number of personnel and all other terms and conditions concerning the C.T.O. program.



## APPENDIX C

### ADVANCE RESIGNATION POLICY

## **ADVANCE RESIGNATION NOTICE POLICY**

**Effective January 1, 2008**

### **City of Bloomington Advance Resignation Notice Program**

The City's Advance Resignation Notice Program is designed to improve the efficiency and stability of the City's workforce by encouraging employees to give the City advance notice of their intent to resign. The purpose of this program is to begin the process of replacing an employee who is leaving the City as soon as possible after notice is received. This will reduce the time that the position remains unfilled.<sup>i</sup>

This program is available to regular full-time non-union employees and any regular full-time union employees after the union has officially adopted this policy and the date the union and the City Council have officially amended the labor agreement with the City.

In order to be eligible for an Advance Notice payment an employee must give at least 90 calendar days notice to the employee's department director (department directors notify City Manager) before his or her last day of work<sup>ii</sup>. The City reserves the right to approve or deny requests for use of accrued benefit hours during the 90-120 day period. It is the policy and intent that an employee requesting an Advance Notice Incentive remain actively working for the City and not use benefit time off during the 90-120 day period.

The agreement must be signed by the employee, the department director, and the Human Resources Director to be effective. The City reserves the right to refuse to enter into this agreement with any employee. For purposes of this policy the term day(s) shall mean calendar day(s).

The City will provide the following one-time payment for advance notice:

Ninety (90) days:	\$1,000.00
One Hundred and Twenty (120) days:	\$2,000.00

Payment will be made on or after the employment termination date. Payment will not be made if the employee or the City rescinds the resignation. Payment is subject to taxation and required deductions.

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<sup>i</sup> The City reserves the right to not replace any employee who resigns or to modify the position and duties prior to hiring a new employee. This decision will not affect an employee's eligibility for an Advance Notice payment.

<sup>ii</sup> The last day of work is defined, for this program, as the last day that an employee will be actively working for the City.



## **ADVANCE RESIGNATION NOTICE POLICY**

(Continued)

An employee has ten (10) calendar days from the date the employee signs the agreement to rescind the Advance Resignation Notice. After the City has accepted the resignation and after the expiration of the Employee's 10-day rescission period, the resignation becomes irrevocable and Employee may no longer rescind it without the City's agreement to either permit rescission or defer the resignation. Refusing to accept the Advance Notice payment will not void the agreement. In the event the Employee breaches this Agreement by terminating employment with the City in advance of the agreed upon resignation date the Employee forfeits all eligibility for any advance resignation incentive. In addition, the Employee's separation from employment may be considered by the City as "not in good standing" and this determination may be relayed to the inquiries of the Employee's prospective employers. Breach of the Agreement may also serve as basis for ineligibility from future employment with the City.

If a qualifying Family/Medical Leave Act (FMLA) event occurs during the effective period (90-120 days) of the agreement, such event shall be characterized as breach for good cause and the City shall release the employee from the agreement and disqualify the employee from the incentive payment.





## ADVANCE RESIGNATION NOTICE POLICY

DATE: \_\_\_\_\_

TO: \_\_\_\_\_, (Department Director)

FROM: \_\_\_\_\_, (Employee)

RE: Voluntary Resignation/Retirement Notice

### VOLUNTARY RESIGNATION OR RETIREMENT

I, \_\_\_\_\_, voluntarily resign my position of  
\_\_\_\_\_, with the City of Bloomington.  
Job Title

My last day of work will be: \_\_\_\_\_ (Termination Date)

By signing this document I am agreeing to the terms and conditions of the City's Advance Resignation Notice program. I understand that in order to be eligible for an Advance Notice payment I must give at least 90 days notice before my last day of work and that any payment will be based upon the actual number of calendar days elapsed between the date of this notice and the last day of work. I also understand that in signing this Notice I am agreeing that there will no longer be a position available to me after the stated termination date.

I understand that I have ten (10) calendar days from the date I sign to rescind this resignation. A rescission must be in writing, dated, signed and delivered to the Director of Human Resources, City of Bloomington, 1800 West Old Shakopee Road, Bloomington, Minnesota within the 10 calendar day period. After the 10-day period my resignation is irrevocable, unless rescinded by the City.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

---

### Resignation Accepted

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Director Signature

\_\_\_\_\_  
Date

Notice Payment eligible for:

☐ 90 days

☐ 120 days